

INTERGOVERNMENTAL AGREEMENT FOR DELEGATION OF INDUSTRIAL WASTEWATER REGULATIONS

THIS ADDENDUM is entered into this ____ day _____, 2019, between the CITY OF HELENA (hereinafter referred to as "City") and DEPARTMENT OF VETERAN'S AFFAIRS (hereinafter referred to "VA", and THE MONTANA DEPARTMENT OF MILITARY AFFAIRS (hereinafter referred to as "DMA").

RECITALS

1. WHEREAS, the City owns and operates a wastewater treatment system;
2. WHEREAS, the VA and DMA located at Fort William Henry Harrison currently utilizes this wastewater treatment system;
3. WHEREAS, facilities located at Fort William Henry Harrison currently contribute wastewater which includes industrial waste. These facilities are hereinafter referred to as industrial users; and,
4. WHEREAS, the City is required to implement and enforce a pretreatment program to control discharges from all industrial users of its wastewater treatment system pursuant to requirements set forth in 40 CFR Part 403. The VA and DMA agrees to authorize the City to implement and enforce the City's wastewater and industrial wastewater regulations as codified at Title 6, Public Utilities, Chapters 3 and 6, of Helena City Code and 40 CFR 403 within the VA's and DMA's service area.

NOW, THEREFORE, THE PARTIES ENTER INTO THE FOLLOWING:

AGREEMENT

1. City will: (1) update the industrial waste survey; (2) issue permits to all industrial users required to obtain a permit; (3) conduct inspections, sampling, and analysis; (4) take all appropriate enforcement action as outlined in Title 6, Chapter 4 of Helena City Code; and (5) perform any other technical or administrative duties the parties deem appropriate. In addition, City may, as agent of the VA and DMA take emergency action to stop or prevent any discharge which presents or may present an imminent danger to the health or welfare of humans, which appears to threaten the environment, or which threatens to cause interference, pass through, or sludge contamination.
2. Before an industrial user located outside the jurisdictional boundaries of the VA or the DMA discharges into their wastewater system, the VA and DMA and the City will enter into an agreement with the jurisdiction

in which such industrial user is located. Such agreement will be substantially equivalent to this Agreement and must be entered into prior to a discharge from any such industrial user.

3. The VA and the DMA will reimburse the City for all costs incurred in implementing and enforcing a pretreatment program to control discharges from all industrial users of its wastewater treatment system pursuant to requirements set forth in 40 CFR Part 403. The City will provide the VA and DMA with a detailed accounting of all such costs.

4. (A) If any term of this Agreement is held to be invalid in any judicial action, the remaining terms will be unaffected.

(B) The Parties will review and revise this Agreement to ensure compliance with the Federal Clean Water Act (42 U.S.C. §1251 et seq.) and rules and regulations (40 CFR Part 403) issued thereunder, as necessary, but at least once every 5 years on a date to be determined by the Parties.

5. If the authority of the City to act as agent for the VA or the DMA under this Agreement is questioned by an industrial user, court of law, or otherwise, the VA or the DMA will take whatever action is necessary to ensure the implementation and enforcement of Helena City Code, Title 6, Chapter 4 against its industrial users, including, but not limited to, implementing and enforcing its own wastewater use regulations on its behalf or amending this Agreement to clarify the City's authority.

6. All provisions set forth in the Memorandum of Understanding entered into between the Parties on April 2, 2001, remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have made and executed this Addendum Agreement the day and year first above written.

FOR THE CITY OF HELENA MONTANA

Signed: _____
By: _____ City Manager

Dated: _____

FOR FT. HARRISON

Signed: _____
By: _____

Dated: _____

APPROVED AS TO FORM:

Signed:

By: Thomas J. Jodoin, City Attorney

Dated: _____